

Honorable Marc Barreca
Chapter 13
Location: via ZoomGov
Hearing Date: June 5, 2023;
Hearing Time: 9:00 AM

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

In Re:

LORIN EDWIN MASSINGALE,
Debtor.

LORIN EDWIN MASSINGALE,
Plaintiff,
vs.

U.S. BANK, NATIONAL ASSOCIATION AS
LEGAL TITLE TRUSTEE FOR TRUMAN
2016 SC6 TITLE TRUST, CALIBER HOME
LOANS, INC., RUSHMORE LOAN
MANAGEMENT SERVICES, LLC,
Defendants.

Chapter 13 Proceeding

Case No. 20-12628-MLB

Adv. Proc. No.: 21-01013-MLB

**DEFENDANTS U.S. BANK, NA AND
RUSHMORE LOAN MANAGEMENT
SERVICES, LLC'S SUPPLEMENTAL
BRIEF IN SUPPORT OF MOTION TO
ENFORCE SETTLEMENT
AGREEMENT**

Defendants U.S. Bank, National Association as Legal Title Trustee for Truman 2016 SC6 Title Trust ("US Bank") and Rushmore Loan Management Services, LLC ("Rushmore") (collectively, "Defendants"), with consent of pro se Plaintiff Lorin Edwin Massingale ("Plaintiff"), hereby file this Supplemental Brief in Support of Defendant's Motion to Enforce Settlement Agreement (Doc. 80). This Supplemental Brief is based on the explanation below and the Declaration of Defendants' Counsel in Support of Supplemental Brief In Support Of Motion To Enforce Settlement Agreement filed herewith.

DEFENDANTS U.S. BANK, NA AND RUSHMORE LOAN MANAGEMENT
SERVICES, LLC'S SUPPLEMENTAL BRIEF IN SUPPORT OF MOTION TO
ENFORCE SETTLEMENT AGREEMENT - 1

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1 After considering the Court's comments and concerns at the May 24, 2023, hearing on
2 Defendants' Motion to Enforce, the Parties have worked together, and with the Chapter 13
3 Trustee, to address the Court's comments and concerns. As a result of that collective work, the
4 Parties, with the cooperation of the Chapter 13 Trustee, have agreed to certain revisions and
5 clarifications to the Settlement Agreement sought to be enforced. As a result, Defendants, with
6 Plaintiff's consent, have filed a motion to file under seal a tracked-change revised version of
7 the settlement agreement. The Parties have agreed to execute and proceed under the revised
8 settlement terms, which the Chapter 13 Trustee has agreed are acceptable for the administration
9 of the Plaintiff's confirmed Chapter 13 Plan. This agreement between the Parties includes their
10 mutual agreement to the March 3, 2022, effective date of the release of claims, the agreement
11 to which was previously disputed.

12 The proposed revised settlement agreement agreed to by the Parties, and with the
13 approval of the Chapter 13 Trustee, contains the following non-confidential revisions and
14 clarifications to the original written settlement agreement, and includes the Parties' non-written
15 agreements with the Chapter 13 Trustee as to the performance of the revised settlement
16 agreement and the administration of Plaintiff's confirmed Chapter 13 Plan:

- 17 • The corporate advances to be written off will be written off of the Loan balance and not
18 from the pre-petition arrears.
- 19 • The Settlement Sum shall be made payable to the Chapter 13 Trustee instead of
20 Plaintiff's former counsel.
- 21 • The claims released under the Settlement Agreement include any and all objections to
22 US Bank's Amended Proof of Claim filed in the Bankruptcy (Claim 4-2), whether any
23 such objections were asserted in the Action or in the Bankruptcy, and the Parties will
24 file a stipulation to an order approving Claim 4-2. (For the Court's information, there
25 were no objections to Claim 4-2 filed other than the objections stated in the First
26 Amended Complaint filed in the Adversary Proceeding.)

- Plaintiff is proceeding without counsel and pro se.
- The Chapter Trustee will file an appropriate motion with the Court to approve the revised Settlement Agreement (which term is not in the revised Settlement Agreement because the Chapter 13 Trustee is not a party to the revised Settlement Agreement).

Accordingly, the Court should allow the Parties to proceed to resolve this Adversary Proceeding under the revised settlement agreement as described above.

DATED: June 2, 2023.

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s/ Michael J. Farrell

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*Attorneys for Defendants US Bank NA as Legal
Title Trustee for Truman 2016 SC6 Title Trust
and Rushmore Loan Management Services LLC*

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CERTIFICATE OF SERVICE

The undersigned certifies under the penalty of perjury under the laws of the State of Washington that I am now and at all times herein mentioned, a citizen of the United States, a resident of the State of Washington, over the age of eighteen years, not a party to or interested in the above-entitled action, and competent to be a witness herein.

On the date given below I caused to be served the following documents on the following individuals in the manner indicated:

- Defendants U.S. Bank, NA and Rushmore Loan Management Services, LLC's Supplemental Brief in Support of Motion to Enforce Settlement Agreement

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Plaintiff Pro Se

<input type="checkbox"/>	U.S. MAIL
<input type="checkbox"/>	LEGAL MESSENGER
<input checked="" type="checkbox"/>	E-MAIL
<input type="checkbox"/>	HAND DELIVERED
<input type="checkbox"/>	EXPRESS DELIVERY
<input type="checkbox"/>	FACSIMILE
<input type="checkbox"/>	ECF

Dated: June 2, 2023.

s/ Sonya Kuehn

Sonya Kuehn, Legal Assistant